

REMARKS/ARGUMENTS

With this Amendment, Applicant amends claims 1 and 10. No new matter is added. Claims 1, 3-8, 10, 12-17 and 21 are all the claims currently pending in the application. Based on the following remarks, Applicant requests reconsideration of the application and allowance of the claims.

I. Rejection of Claims 1, 5, 10, 14, and 21 Under 35 U.S.C. § 103(a)

The Office Action rejects claims 1, 5, 10, 14, and 21 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Wiser et al. (U.S. Patent No. 6,385,596; hereinafter “Wiser”) in view of Gongwer et al. (U.S. Patent No. 6,138,120; hereinafter “Gongwer”) in view of Speicher (U.S. Patent Publn. No. 2004/0260792; hereinafter “Speicher”) further in view of Pallakoff (U.S. Patent No. 6,269,343; hereinafter “Pallakoff”) further in view of Hailpern (U.S. Patent No. 6,275,937; hereinafter “Hailpern”).

Claim 1 requires, *inter alia*, “[a] method comprising: receiving over a network a first request to encode one or more media program files; for each media program file to be encoded, receiving a selection of one or more encoding formats for encoding the media program file, wherein *the selection is selected from at least a first encoding format with a first coder/decoder (“CODEC”) and a second encoding format with a second CODEC that differs from the first CODEC*, wherein the first encoding format and the second encoding format can be applied to the media program file, and wherein the first request and the *selection are received from a client* that is connected to the network.” The method further requires that ... “querying the client as to whether the encoded media program is to be deleted, hosted, or transmitted” and “if the client, in a second request, requests hosting of the one or more encoded media files, automatically hosting the one or more encoded media files on a hosting server.” “[T]he *hosting server is configured to allow selective access by visitors to the one or more encoded media files over the network, as determined by the client, wherein the hosting server is selected, based on the selected encoding format, from a group of dedicated hosting servers each hosting a different type of encoding format*.” “[T]he client is enabled to choose a hosting server that is maintained by an entity

different from that which encodes the media program” The method further requires that “credits are purchased by an end-user” and a predetermined number of credits are associated with each e-commerce transaction associated with remote servicing of the media program; and pricing of said credits purchased by said end-user are inversely proportionate to a number of credits purchased.”

Applicant respectfully submits that the combination of Wiser, Gongwer, Speicher, Pallakoff and Hailpern does not teach or suggest at least the above features of claim 1. In rejecting claim 1, the Examiner cites to column 10, lines 51-55 of Wiser as disclosing “receiving over the network a first request to encode one or more media programs files; [f]or each media program file to be encoded, receiving a selection of one or more encoding formats for encoding the media program file, wherein the first request and the selection are received from a client that is connected to the network ...” (See pg. 2 of the Office Action) Applicant disagrees.

In contrast to claim 1, Wiser merely relates to a computer implemented online music distribution system which provides secure delivery of audio data and related media over a public communications network. (Col. 1, lines 5-9 & Abstract of Wiser) The cited portion and indeed all of Wiser, (alone or in combination with Gongwer, Speicher, Pallakoff and Hailpern) at best, discloses that “[i]n order to obtain media data files 200 for distribution, the authoring tools 102 are used by individual artists to create ... audio data and associated media data in the media data files 200 to be delivered over the network to the content manager 112 for storage in the master media data file system 120.” According to Wiser, “[i]nformation descriptive of the master media data files is extracted by the content manager 112 from each of the master media data files and stored in the media information database 106.” (Col. 10, lines 51-55 of Wiser) Moreover, column 7, lines 4-14 of Wiser (also relied upon by the Examiner¹), at best, discloses that each media data file 200 contains at least one media data chunk 206” which “includes a watermarked, compressed, and encrypted, audio image 208.” (See also FIG. 2 of Wiser) Wiser explains that the “[e]ach of these images 208 is processed to provide different quality levels on playback using different sampling rates and compression levels.” Additionally, according to Wiser, “[e]ach image 208 encodes either the entire song file or a portion thereof.”

¹ See pg. 3 of the Office Action.

Nowhere in the cited portions or indeed any portions of Wiser, alone or in combination with Gongwer, Speicher, Pallakoff and Hailpern, is there any mention, teaching or suggestion relating to “*receiving over the network a first request to encode one or more media program files*” “*for*” each media data file 200 “*to be encoded, receiving a selection of one or more encoding formats for encoding*” the media data file 200, “*wherein the first request and the selection are received from a client that is connected to the network, as required by claim 1*.” As pointed out on page 12 of the Amendment filed March 28, 2007, Wiser is simply altogether silent and does not contemplate receipt of any selection of one or more encoding formats for encoding the media data file 200, as required by claim 1. And there certainly is no teaching or suggestion relating to receiving any request to encode one or more media data files 200 and a selection of one or more encoding formats for encoding the media data file 200 “*from a client that is connected to the network,*” as claimed. Rather, Wiser does not contemplate provisions for accommodating different encoding formats to encode the media data files disclosed therein that are received from a client. Wiser, alone or in combination with Gongwer, Speicher, Pallakoff and Hailpern, is simply being given credit for more than it actually discloses. To the extent that the Examiner persists in the rejection, Applicant requests the Examiner to specifically point out what is being relied upon in Wiser as corresponding to the claimed client.

Applicant notes that the Examiner correctly concedes that “Wiser fails to teach if the client, in a second request, requests hosting of the one or more encoded media files, automatically hosting the one or more encoded media files on a hosting server ... wherein the hosting server is configured to allow selective access by visitors to the one or more encoded media files over the network, as determined by the client.” (See pg. 3 of the Office Action) However, the Examiner relies on Gongwer to make up for the deficiencies of Wiser. In particular, the Examiner relies on column 1, lines 45-56 of Gongwer. (See *id.*) Applicant submits that Gongwer simply does not make up for what Wiser lacks.

Rather, the cited portion of Gongwer and indeed all of Gongwer, alone or in combination with Wiser, Speicher, Pallakoff and Hailpern, at best, discloses that a client may “connect[] to a data server and create[] a session specifying that the session be brand new and that the new session can be shared by future client connections.” (Col. 1, lines 45-56 of Gongwer) Gongwer,

also explains that the client may “run[] a query to specify the subset of data to be worked with” and calculate some new data values based on formulas. The cited portion of Gongwer also explains that “[t]he originating client ... desires to use another independent client to ... validate ... newly calculated data values before committing those data values as updates to [a] database.” (See *id.*)

In view of the foregoing, nowhere in Gongwer, alone or in combination with Wiser, Speicher, Pallakoff and Hailpern is there any mention, teaching or suggestion relating to any client, that requests hosting of one or more encoded media files and automatically hosts the one or more encoded media files on a hosting server, wherein the hosting server is configured to allow selective access by visitors to the one or more encoded media files over the network, *as determined by the client*, as claimed. Gongwer simply does not describe any client that requests hosting of multiple encoded media files and automatically hosting the encoded media files on a hosting server and there certainly is no teaching or suggestion relating to any hosting server that allows selective access to encoded media files based on a determination by the client, as required by claim 1. For this additional reason, the combination is deficient and does not teach or suggest all of the features of claim 1.

Applicant notes that the Examiner correctly concedes that Wiser and Gongwer do not teach or suggest all of the features of claim 1, but the Examiner relies on Speicher and Pallakoff as disclosing some of the features of claim 1, which Wiser and Gongwer fail to disclose. Specifically, the Examiner relies on Speicher for the proposition that it “teaches the selected encoding format being selected from a first encoding format with a first coder/decoder (“codec”) and a second format with a second codec that differs from the first codec, wherein the first encoding format and the second encoding format can be applied to the media program file.” (See pg. 4 of the Office Action) And the Examiner relies on Pallakoff for the proposition that it “teaches credits are purchased by an end-user; a predetermined number of credits are associated with each e-commerce transaction associated with remote servicing of the media program; and [p]ricing of said credits purchased by said end-user are inversely proportionate to a number of credits purchased.” (See *id.*)

Even assuming *arguendo* that the Examiner’s assertion with respect to Speicher and

Pallakoff is correct (an assertion with which the Applicant expressly disagrees) the combination still does not teach or suggest all of the features of claim 1. For instance, the Examiner cited Pallakoff in the Office Action dated November 29, 2006 and correctly conceded in the next Office Action dated May 25, 2007 that neither Wiser, Gongwer, Speicher and Pallakoff, alone or in combination taught or suggested “wherein credits are purchased by an end-user” and a “predetermined number of credits are associated with each e-commerce transaction associated with remote servicing of the media program; and pricing of said credits purchased by said end-user are inversely proportionate to a number of credits purchased,” as claimed. (See the *Allowable Subject Matter* section on pg. 5 of the Office Action dated May 25, 2007) As such, Applicant submits that Pallakoff, alone or in combination, still suffers from the same deficiencies indicated in the May 25, 2007 Office Action and does not teach or suggest features of claim 1.

Moreover, the Examiner correctly concedes that Wiser, Gongwer, Speicher and Pallakoff does not teach or suggest all of the features of claim 1. But the Examiner relies on Halipern to make up for the deficiencies of Wiser, Gongwer, Speicher and Pallakoff. Specifically, the Examiner asserts that “Halipern teaches querying the client as to whether the encoded media programs is to be deleted, hosted, or transmitted and wherein the hosting server is selected, based on the selected encoded format, from a group of dedicated hosting servers each hosting a different type of encoding format, and wherein the client is enabled to choose a hosting server that is maintained by an entity different from that which encodes the media program.” The Examiner cites to the “abstract, column 4, lines 45-column 5, line[] 35” of Halipern as disclosing this feature of claim 1. Applicant respectfully disagrees.

Rather, the cited portion and indeed all of Halipern, alone or in combination with Wiser, Gongwer, Speicher and Pallakoff, at best, discloses a method for “collaboratively processing a data object in a client-server hierarchy based on meta-information associated with the object.” (Col. 4, lines 48-53 & Abstract of Halipern) The cited portion of Halipern, at best, discloses that the method includes: (1) “[p]rocessing ... object content based on meta-information associated with the object; (2) “[u]pdating/adding the meta-information to reflect the processing accomplished; and (3) “[c]ommunicating the object content and meta-information to a next server in the path for further processing.” (Col. 4, lines 52-60 of Halipern) The cited portion

explains that the “overall processing performed on the data object depends upon initial meta data associated with the data object” and explains that “the data object processed can be an executable code.” (Col. 5, lines 3-8 of Halipern) Moreover, the cited portion describes a manner to “provide[] a cooperative method to check virus patterns of an object in a network of servers.” (Col. 5, lines 26-38 of Halipern)

Contrary to the Examiner’s general assertion, nowhere in Halipern alone or in combination with Wisner, Gongwer, Speicher and Pallakoff is there any mention relating to querying any client as to whether an encoded media program is to be deleted, hosted, or transmitted, as required by claim 1. Rather, Halipern at best discloses that a client-server may process an object content based on meta-information. There is no mention of the data object corresponding to an encoded media program and there certainly is no teaching or suggestion relating to the client-server of Halipern being queried as to whether any encoded media program is to be deleted, hosted, or transmitted, as claimed. Moreover, Halipern, alone or in combination is simply altogether silent regarding any server, much less a “hosting server, [that] is selected, based on [an] selected encoding format, from a group of dedicated hosting servers each hosting a different type of encoding format,” as claimed. Halipern does not contemplate that the server disclosed therein is selected based on any encoding format and that the server is selected from a group of hosting servers which each have a different encoding format. Instead, the Halipern reference is simply given credit for more than what it actually teaches. Additionally, there is no mention, teaching or suggestion in the cited portion and indeed all of Halipern relating to any “client [that] is enabled to choose a hosting server that is maintained by an entity different from that which encodes the media program,” as required by claim 1.

For at least the above reasons, claim 1 remains allowable for at least the reasons set forth above and for those indicated by the Examiner on page 5 of the Office Action dated May 25, 2007. In this regard, notwithstanding the prior rejection of the claims as being obvious over a combination of Wisner, Gongwer, Speicher and Pallakoff, the Office Action dated May 25, 2007 recognized Wisner, Gongwer, Speicher and Pallakoff to be deficient and, consequently, found the claims to be allowable. Halipern, as noted above, simply does not make up for what the Wisner, Gongwer, Speicher and Pallakoff references lack and is equally deficient. As such, the

combination is deficient and does not teach or suggest all of the features of claim 1. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the rejections of claim 1 and its dependent claims 3-8.

Since claims 10 and 21 contain features that are analogous to, though not necessarily coextensive with, the features recited in claim 1, Applicant submits that claim 10 and its dependent claims 12-17 as well as independent claim 21 are patentable at least for reasons analogous to those submitted for claim 1.

II. Rejection of Claims 3-4 & 12-13 under 35 U.S.C. § 103(a)

Claims 3-4 and 12-13 stand rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Wiser, in view of Gongwer, in view of Speicher, further in view of Pallakoff, further in view of Hailpern, and further in view Pajak (U.S. Patent No. 5,065,347; hereinafter “Pajak”) Applicant respectfully traverses this rejection for at least the following reasons.

As discussed above, Wiser, Gongwer, Speicher, Pallakoff and Hailpern, alone or in combination, are deficient vis-à-vis independent claims 1 and 10 and Pajak does not make up for the deficiencies of Gongwer, Speicher, Pallakoff and Hailpern. Accordingly, claims 3-4 and 12-13 are patentable at least by virtue of their respective dependencies from claims 1 and 10. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of claims 3-4 and 12-13.

III. Rejection of Claims 6 & 15 Under 35 U.S.C. § 103(a)

Claims 6 and 15 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Wiser, Gongwer, Speicher, Pallakoff, Hailpern and further in view of Sauerwine (U.S. Patent Application No. 5,421,620; hereinafter “Sauerwine”) further in view of Cameron (U.S. Patent Application No. 6,685,094 hereinafter “Sauerwine”). Applicant respectfully traverses this rejection for at least the following reasons.

As discussed above, Wiser, Gongwer, Speicher, Pallakoff and Hailpern, alone or in combination, are deficient vis-à-vis independent claims 1 and 10 and Sauerwine and Cameron does not make up for the deficiencies of Gongwer, Speicher, Pallakoff and Hailpern.

Accordingly, claims 6 and 15 are patentable at least by virtue of their respective dependencies from claims 1 and 10. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of claims 6 and 15.

IV. Rejection of Claims 7 & 8 Under 35 U.S.C. § 103(a)

Claims 7-8 and 16-17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Wiser, in view of Gongwer, Speicher, Pallakoff, Hailpern and further in view further in view of Vigneaux et al. ("Vigneaux", U.S. Patent No. 5,852,435; hereinafter "Vigneaux"). Applicant respectfully traverses this rejection for at least the following reasons.

As discussed above, Wiser, Gongwer, Speicher, Pallakoff and Hailpern, alone or in combination, are deficient vis-à-vis independent claims 1 and 10 and Vigneaux does not make up for the deficiencies of Gongwer, Speicher, Pallakoff and Hailpern. Accordingly, claims 7-8 and 16-17 are patentable at least by virtue of their respective dependencies from claims 1 and 10. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of claims 7-8 and 16-17.

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Reply to Office Action of May 25, 2007

VIII. Conclusion

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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